

RECAPTURE AGREEMENT

This Recapture Agreement (this "Agreement") is entered into on January 23, 2019 for effectiveness as of January 1, 2019 (the "Recapture Effective Date") between National Insurance Company of Wisconsin, Inc. ("NICW") of Brookfield, Wisconsin, and Ability Insurance Company ("AIC") of Omaha, Nebraska.

Introductory Statements

NICW, as the ceding company, entered into reinsurance agreement with AIC, as the reinsurer. Executed documents include:

- Automatic Long-Term Care Reinsurance Agreement on a 100% quota share coinsurance basis effective February 1, 2011 (the "Reinsurance Agreement").

NICW and AIC have agreed to terminate the Reinsurance Agreement effective as of the Recapture Effective Date.

Agreements

NICW and AIC agree as follows:

Section 1. Definitions

Capitalized terms which are not otherwise defined herein are used with the meanings assigned to them in the Reinsurance Agreement, as applicable.

Section 2. Termination of Reinsurance Agreements

As of the Recapture Date, the Reinsurance Agreement is terminated and neither AIC nor NICW shall have any further rights or obligations thereunder.

Section 3. Asset Transfers upon termination

On February 28, 2019 (the "Execution Date"), AIC shall transfer to NICW cash equal to (i) the ceded reserves as of the Recapture Effective Date as reported to be \$1,711,417, (ii) plus 4.5% annualized interest on this amount from Recapture Effective Date to Execution Date, plus (iii) a cede allowance of \$200,000; for a total payment on the Execution Date of **\$1,924,018**.

Section 4. Miscellaneous

- (a) **Severability.** If any provision of this Agreement shall be rendered illegal or unenforceable by the laws, regulations or public policy of any state, such provision shall be considered void in such state, but this shall not affect the validity or enforceability of any other provision of this Agreement or the enforceability of such provision in any other jurisdiction.
- (b) **Further Assurances.** Each of the parties hereto shall execute such documents and perform such further acts as maybe be reasonably required to carry out the provisions of this Agreement.
- (c) **Successors and Assigns.** The provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns as permitted herein.
- (d) **No Third Party Beneficiaries.** Nothing in this Agreement is intended or shall be construed to give any person or entity, other than the parties hereto, their successors and permitted assigns, any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision contained herein.
- (e) **Execution in Counterparts.** This Agreement may be executed by the parties hereto in any number of counterparts and by each of the parties hereto in separate counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.
- (f) **Amendments; Entire Agreement; Waivers.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and undertakings, both written and oral, and, except as specifically referred to herein, there are no understandings or agreements between the parties with respect to such subject matter other than those expressed in this Agreement.
- (g) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin, without giving effect to the principles of conflicts of law of that State or any other state.
- (h) **Expenses.** Each of the parties hereto shall pay its own costs and expenses incident to preparing for, entering into and carrying out this Agreement and the consummation of the transactions contemplated hereby.
- (i) **Assignment; Binding Effect.** Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by any of the parties hereto without the prior written consent of the other party.

(j) **Inadvertent Omissions.** Any inadvertent delay, omission or error shall not relieve either party hereto from any liability which would attach to it hereunder if such delay, omission or error had not been made, provided such delay, omission or error is rectified as soon as possible after discovery thereof.

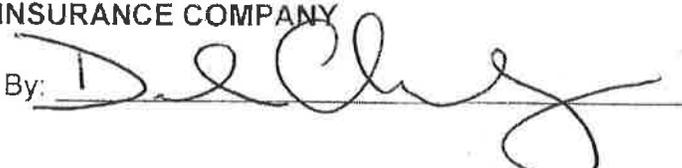
(k) **Interpretation.** This Agreement is between sophisticated parties, each of which has reviewed the Agreement and is fully knowledgeable about its terms and conditions. The parties therefore agree that this Agreement shall be construed without regard to the authorship of the language and without any presumption or rule of construction in favor of either of them.

IN WITNESS WHEREOF, NICW and AIC have each executed this Agreement as of the date first written above.

NATIOINAL INSURANCE COMPANY OF WISCONSIN, INC.

By:  _____

ABILITY INSURANCE COMPANY

By:  _____

